

**RESOLUTION GRANTING THIRD ROUND SUBSTANTIVE CERTIFICATION #09-55**

**Bedminster Township, Somerset County**

WHEREAS, on December 30, 2008, Bedminster Township, Somerset County, petitioned the Council on Affordable Housing (COAH) for substantive certification of a Housing Element and Fair Share Plan addressing its total 1987-2018 affordable housing obligation; and

WHEREAS, pursuant to N.J.S.A. 52:27D-313 and N.J.A.C. 5:96-3.5, on March 3, 2009, the Township published notice of its petition in the *Courier News*, which is a newspaper of general circulation within the County; and

WHEREAS, one objection to the plan was received by COAH from the Parkside Neighborhood Condominium Association (Parkside) during the 45-day objection period, which ended April 17, 2009; and

WHEREAS, mediation commenced on July 7, 2009; and

WHEREAS, a second mediation session was held on September 16, 2009, resulting in a proposed agreement between the parties; and

WHEREAS, the agreement was subsequently ratified by the Parkside Board and approved by the Bedminster Township governing body, and therefore mediation closed on November 3, 2009; and

WHEREAS, a mediation report was issued on November 11, 2009 (Appendix B of the COAH Compliance report, which is Exhibit I to this resolution); and

WHEREAS, a comment was received during the 45-day comment period from Adam M. Gordon, on behalf of Fair Share Housing Center (FSHC); and

WHEREAS, FSHC's comment is summarized and addressed in the COAH Compliance Report; and

WHEREAS, during the plan review process, it was revealed that Bedminster's Plan, as submitted, included credits that are not eligible for third round credit at this time due to the fact that the units' controls are due to expire prior to 2018; and

WHEREAS, Bedminster had initially proposed to extend the controls on 102 of these units but was unable to compile the necessary documentation for such extensions prior to its completeness deadline; and

WHEREAS, the Township submitted an Addendum to its Fair Share Plan dated April 16, 2009 (Appendix A of the November 18, 2009 COAH Compliance report, which is Exhibit I to this resolution), which reconfigured the plan in a way consistent with COAH's third round rules; and

WHEREAS, the April 16th Addendum also stated that the Township is, at this time, withdrawing its request for credits on the extension of controls; and

WHEREAS, Bedminster Township's fair share plan addresses a total 1987-2018 affordable housing obligation of 403 units, consisting of a zero-unit rehabilitation share, an 154-unit prior round obligation and a 249-unit projected growth share obligation pursuant to N.J.A.C. 5:97; and

WHEREAS, COAH staff has reviewed the Township's Housing Element and Fair Share Plan, as reconfigured by the April 16, 2009 Addendum, which is incorporated by reference herein; and

WHEREAS, Bedminster proposes to address its 154-unit prior round obligation with 54 credits and 38 rental bonuses for 54 family rental units at The Hills-Parkside; and 162 credits for 162 family for-sale units at The Hills-Parkside, resulting in a 100-unit prior round surplus; and

WHEREAS, Bedminster may seek credit for the 100 surplus units toward a future affordable housing obligation at such time as it puts a plan in place to extend controls through 2018 in accordance with COAH's rules and UHAC; and

WHEREAS, Bedminster proposes to address its 249-unit projected growth share obligation with 260 prior cycle credits at The Hills-Village Green; 48 credits for family rental

units at The Hills-Cortland; 96 credits for family for-sale units at The Hills-Cortland; 50 credits for age-restricted rental units at Pluckemin Park; and 24 credits for family for-sale units at Timberbrooke, resulting in a 229-unit growth share surplus; and

WHEREAS, pursuant to N.J.A.C. 5:96-6.2(a)2, on November 18, 2009, COAH issued a Compliance Report (attached as Exhibit I and incorporated by reference herein) recommending approval of Bedminster Township's petition for third round substantive certification; and

WHEREAS, there was a 14-day period to submit comments to the COAH Compliance Report pursuant to N.J.A.C. 5:96-6.2(b) and COAH received no comments during this timeframe.

NOW THEREFORE BE IT RESOLVED that the Housing Element and Fair Share Plan submitted by Bedminster comports to the standards set forth at N.J.S.A. 52:27D-314 and meets the criteria for third round substantive certification pursuant to N.J.A.C. 5:96-6.3; and

BE IT FURTHER RESOLVED that, pursuant to N.J.A.C. 5:97-4.1(d), all credits will be verified and validated during monitoring subsequent to substantive certification pursuant to N.J.A.C. 5:96-11; and

BE IT FURTHER RESOLVED that, pursuant to N.J.A.C. 5:96-6.2(a), after having reviewed and considered all of the above, COAH hereby grants third round substantive certification to Bedminster Township, subject to the terms of the mediation agreement; and

BE IT FURTHER RESOLVED that, pursuant to N.J.A.C. 5:96-6.3(e), Bedminster Township shall adopt all implementing Fair Share ordinances within 45 days of receiving final substantive certification; and

BE IT FURTHER RESOLVED that if the Township fails to timely adopt its Fair Share Ordinances, COAH's grant of substantive certification shall be void and of no force and effect; and

BE IT FURTHER RESOLVED that Bedminster shall submit certified copies of the adopted ordinances to COAH within seven days of adoption; and

BE IT FURTHER RESOLVED that Bedminster shall comply with COAH monitoring requirements as set forth in N.J.A.C. 5:96-11, including reporting the Township's actual growth pursuant to N.J.A.C. 5:97-2.5; and

BE IT FURTHER RESOLVED that, pursuant to N.J.A.C. 5:96-10.1, COAH shall conduct biennial plan evaluations upon substantive certification of Bedminster's Housing Element and Fair Share Plan to verify that the construction or provision of affordable housing has been in proportion to the actual residential growth and employment growth in the municipality and to determine that the mechanisms addressing the projected growth share obligation continue to present a realistic opportunity for the creation of affordable housing; and

BE IT FURTHER RESOLVED that if upon any biennial review the difference between the number of affordable units constructed or provided in Bedminster and the number of units required pursuant to N.J.A.C. 5:97-2.5 results in a prorated production shortage of 10 percent or greater, or the mechanisms addressing the projected growth share obligation no longer present a realistic opportunity for the creation of affordable housing, then the Council may direct the municipality to amend its plan to address the shortfall; and

BE IT FURTHER RESOLVED that, pursuant to N.J.A.C. 5:97-2.5(e), if the actual growth share obligation determined is less than the projected growth share obligation, Bedminster shall continue to provide a realistic opportunity for affordable housing to address the projected growth share; and

BE IT FURTHER RESOLVED that, pursuant to N.J.A.C. 5:96-6.3(b), Bedminster's substantive certification shall remain in effect until December 30, 2018; and

BE IT FURTHER RESOLVED that any changes to the facts upon which this substantive certification is based or any deviations from the terms and conditions of this substantive certification which affect the ability of Bedminster Township to provide for the realistic opportunity of its fair share of low- and moderate-income housing and which the Township fails to remedy, may render this certification null and void.

I hereby certify that this resolution was  
duly adopted by the Council on Affordable  
Housing at its public meeting on December 9, 2009

A handwritten signature in cursive script that reads "Reneé Reiss". The signature is written in black ink and is positioned above the printed name and title.

Reneé Reiss, Secretary  
Council on Affordable Housing



***Council on Affordable Housing  
Compliance Report  
November 18, 2009***



**Municipality:** Bedminster Township  
**County:** Somerset

**COAH Region:** 3  
**Planning Area:** 5  
**Special Resource Area:** Highlands

**Housing Element and Fair Share Plan Adopted:** December 18, 2008  
**Petition for 3<sup>rd</sup> Round Substantive Certification:** December 30, 2008  
**Completeness Determination:** February 24, 2009  
**Date of Publication:** March 3, 2009

**Objections Received:** Parkside Neighborhood Condominium Association  
Mediation Commenced: July 7, 2009  
Mediation Concluded: November 3, 2009

**Petition Includes:**  
**VLA:** No  
**GPA:** No  
**Waiver:** No                      **Section:** N/A

**Date of Site Visit:** May 7, 2009

<b>History of Approvals:</b>	<b>COAH</b>	<b>JOC</b>	<b>N/A</b>
<b>First Round:</b>		1984	
<b>Second Round:</b>	May 1, 1996		
<b>Extended Certification:</b>	Feb. 9, 2005		

**Plan Preparer:** Frank Banisch, PP, AICP, Banisch Assoc., Inc.

**Municipal Housing Liaison:** Susan Stanbury, Township Administrator

***SUMMARY OF FAIR SHARE OBLIGATION***

Rehabilitation Share	0
Prior Round Obligation	154
Projected Growth Share Obligation	249

***ACTUAL GROWTH and GROWTH SHARE through September, 2008<sup>1</sup>***

<b>Res Units (#)</b>	<b>Actual Res Growth Share</b>	<b>Jobs (#)</b>	<b>Actual Non-Res Growth Share</b>	<b>Actual TOTAL Growth Share</b>
21	4.2 units	91	5.7 units	10 units

***COMPLIANCE PLAN SUMMARY***

<b>Obligation</b>	<b>Credit/ Mechanism Type</b>	<b># Units Completed</b>	<b># Units Proposed</b>	<b>TOTAL</b>
<b>Rehabilitation: 0 units</b>				
<b>NEW CONSTRUCTION:</b>				
<b>Prior Round: 154 units</b>				
<b>Credits</b>	Post-1986	216		216
<b>Prior Round Bonuses</b>	Rental	38		38
<b>Prior Round Subtotal</b>				<b>254</b>
<b>Surplus</b>				<b>+ 100<sup>2</sup></b>
<b>Growth Share: 249 units</b>				
<b>Credits</b>	Prior Cycle	260		260
	Post-1986	218		218
<b>Growth Share Subtotal</b>				<b>478</b>
<b>Surplus</b>				<b>+ 229</b>

<sup>1</sup> This growth share number does not take into account allowable exclusions permitted under N.J.A.C. 5:97-2.5; therefore, the actual growth share may vary.

<sup>2</sup> The affordability controls for these units (The Hills – Parkside) expire in 2017, prior to the end of the third round period. Bedminster may seek credit for these units toward a future affordable housing obligation at such time as it puts a plan in place to extend controls through 2018 in accordance with COAH's rules and UHAC.

## **I. HOUSING ELEMENT**

Pursuant to N.J.S.A. 40:55D-28(b), the Housing Element is a required section of the Municipal Master Plan. The Housing Element must be designed to achieve the goal of access to affordable housing to meet existing and future housing needs, with special attention given to low- and moderate-income households. The housing needs analysis must include demographic information on existing and projected housing stock and employment characteristics, a quantification of low- and moderate-income housing need, and a consideration of the lands within the municipality that are most appropriate to accommodate such housing. Bedminster Township's Housing Element includes sufficient information regarding housing stock, demographic and employment characteristics and population trends pursuant to N.J.S.A. 52:27D-310.

Under N.J.A.C. 5:97-2.1(b), the Housing Element must also set forth the municipality's fair share obligation, which is the sum of the rehabilitation share, the prior round obligation, and the growth share.

### **A. Rehabilitation Share**

The rehabilitation share is the number of existing housing units within a municipality as of April 1, 2000, that are both deficient and occupied by households of low or moderate income. As indicated in Appendix B of N.J.A.C. 5:97, Bedminster has a rehabilitation share of 0 units.

### **B. Prior Round Obligation**

The prior round obligation is the cumulative 1987-1999 new construction obligation provided in Appendix C of N.J.A.C. 5:97. Bedminster Township has a prior round obligation of 154 units.

### **C. Projected Growth Share**

The projected growth share is initially calculated based on household (residential) and employment (non-residential) 2004-2018 projections. Pursuant to Appendix F of N.J.A.C. 5:97, Bedminster has a residential projection of 458 units and a non-residential projection of 2,514 jobs; therefore the Township's total projected growth share for the



period 1999-2018 is 249 affordable units consisting of a 91.6-unit projected residential growth share and a 157.1-unit projected non-residential growth share.<sup>3</sup>

#### SUMMARY OF FAIR SHARE OBLIGATION

Rehabilitation Share	0
Prior Round Obligation	154
Projected Growth Share Obligation	249

## II. FAIR SHARE PLAN

A Fair Share Plan, as required under N.J.A.C. 5:97-3.1, describes the completed or proposed mechanisms and funding sources, if applicable, that will be utilized to specifically address a municipality's rehabilitation share, prior round obligation, and growth share obligation and includes the draft ordinances necessary to implement that plan. Affordable housing must be provided in direct proportion to the growth share obligation generated by the actual growth.

Bedminster Township petitioned COAH for substantive certification on December 30, 2008, and submitted a Fair Share Plan consisting of 698 affordable units, all constructed prior to 1996. During the plan review process, it was revealed that Bedminster's Plan, as submitted, included credits that were not eligible for third round credit due to the fact that the units' controls are due to expire prior to 2018. Although Bedminster did initially propose to extend the controls on 102 units, the Township was unable to compile the necessary documentation for such extensions prior to its completeness deadline. Consequently, the Township submitted an addendum to its Fair Share Plan on April 17, 2009, which reconfigured the plan in a way consistent with COAH's third round rules (Addendum attached as Appendix A). In addition, the Township withdrew at this time its request for credits on the extension of controls. As

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<sup>3</sup> Pursuant to N.J.A.C. 5:97-2.2(d), Bedminster's residential projection of 458 is divided by 5 to yield 91.6 units and the nonresidential projection of 2514 jobs is divided by 16 to yield 157.1 units. The Township's total projected growth share is therefore 249 units (91.6 + 157.1).

the plan reconfiguration involves only the reassignment by round of existing affordable units and does not involve any new affordable sites, COAH has based this report on the Fair Share Plan as outlined in the Addendum dated April 16, 2009.

Bedminster Township's Fair Share Plan, as reconfigured by the April 14<sup>th</sup> Addendum, and the supporting documentation incorporated by reference therein, address the requirements of N.J.A.C. 5:97-3.1 as follows:

**A. Plan to Address Rehabilitation Share**

**Rehabilitation Share Credits**

Bedminster's Housing Element and Fair Share Plan does not include a request for rehabilitation credit.

**Proposed Rehabilitation Program(s)**

Bedminster Township has a rehabilitation share of 0 units; therefore, the Housing Element and Fair Share Plan does not propose any additional rehabilitation programs.

**B. Plan to Address Prior Round Obligation**

**Prior Round Obligation Credits**

Bedminster is addressing the 154-unit prior round obligation with 216 post-1986 credits and 38 family rental bonuses, resulting in a 100-unit prior round surplus. The affordability controls for these credits (The Hills – Parkside) expire in 2017, prior to the end of the third round period. Consequently, these surplus units are not currently eligible to address Bedminster's growth share obligation as no plan is in place to extend the controls. If, at a future date, the Township is successful in extending the affordability controls, Bedminster may resubmit its request for credits on the extension of controls.

In accordance with N.J.A.C. 5:97-4.1(d), all credits will be verified and validated during monitoring subsequent to substantive certification pursuant to N.J.A.C. 5:96-11.

### Post-1986 Credits

Project/Development Name	Year Built or Approved	Type of Affordable Unit	# Units/Bedrooms	Bonus Type	# Bonuses	Total Units/Bedrooms + Bonuses
The Hills – Parkside	1987-1988	Family Rental	54	Family Rental	38	92
The Hills – Parkside	1988-1988	Family Sale	162	---	---	162
<b>TOTALS</b>			<b>216</b>		<b>38</b>	<b>254</b>
<b>SURPLUS</b>						<b>+ 100<sup>4</sup></b>

### Proposed Affordable Housing Mechanisms

Bedminster Township is relying on credits and therefore is not proposing any additional affordable housing mechanisms to address its prior round obligation.

### Prior Round Obligation Parameters

Bedminster Township has satisfied the applicable Prior Round parameters as follows:

### Prior Round Rental Obligation:<sup>5</sup> 38 Units

Development/Project Name	Type of Affordable Unit	# Units
The Hills - Parkside	Family Rental	55
<b>TOTAL</b>		<b>55</b>

<sup>4</sup> The affordability controls for these units (The Hills – Parkside) expire in 2017, prior to the end of the third round period. Bedminster may seek credit for these units toward a future affordable housing obligation at such time as it puts a plan in place to extend controls through 2018 in accordance with COAH's rules and UHAC.

<sup>5</sup> Rental Obligation:  $.25(\text{Prior Rd Obligation} - \text{Prior Cycle Credits}) = .25(154 - 0) = 38.5$  or 39 N.J.A.C. 5:97-3.10(b)1 However, pursuant to N.J.A.C. 5:97-4.1(c), COAH will honor the prior round rental obligation of 38 units established in the Township's 2<sup>nd</sup> Round Compliance Plan.

**Prior Round Age-Restricted Maximum<sup>6</sup> : 38 Units**

Development/Project Name	Type of Affordable Unit	# Units
N/A	N/A	-
<b>TOTAL</b>		<b>-</b>

**Prior Round Rental Bonus Maximum<sup>7</sup> : 38 Units**

Development/Project Name	Type of Bonus	# Bonuses
The Hills - Parkside	Rental	38
<b>TOTAL</b>		<b>38</b>

**C. Plan to Address Projected Growth Share**

**Growth Share Obligation Credits**

Bedminster is addressing the 249-unit projected growth share obligation with 478 units of credit, resulting in a surplus of 229 units. In accordance with N.J.A.C. 5:97-4.1(d), all credits will be verified and validated during monitoring subsequent to substantive certification pursuant to N.J.A.C. 5:96-11.

**Prior Cycle Credits**

Project/Development Name	Year Built	Type of Affordable Unit	# Units/ Bedrooms
The Hills - Village Green	1985-86	Family Sale	260
<b>TOTALS</b>			<b>260</b>

<sup>6</sup> Age-Restricted Maximum:  $.25(\text{Prior Round Obligation} + \text{Rehab Share} - \text{Prior Cycle Credits} - \text{Rehab Credits} - \text{RCAs addressing Prior Round Obligation}) = .25(154) = 38.5$  or 38 N.J.A.C. 5:97-3.10(c)1

<sup>7</sup> No rental bonuses shall be granted for rental units in excess of the prior round rental obligation, therefore, PR Rental Bonus Maximum = PR Rental Obligation N.J.A.C. 5:97-3.5(a)

### Post-1986 Credits

Project/Development Name	Year Built or Approved	Type of Affordable Unit	# Units/ Bedrooms	Bonus Type	# Bonuses	Total Units/Bedrooms + Bonuses
The Hills - Cortland	1989-91	Family Rental	48	---	---	48
The Hills – Cortland	1989-91	Family Sale	96	---	---	96
Pluckemin Park	1995	Age-Restricted Rental	50	---	---	50
Timberbrooke	1993-94	Family Sale	24	---	---	24
<b>TOTALS</b>			<b>218</b>		<b>---</b>	<b>218</b>

### Proposed Affordable Housing Mechanisms

Bedminster is relying on credits and therefore is not proposing any additional affordable housing mechanisms to address its growth share obligation.

### Growth Share Parameters

Bedminster has satisfied the applicable Growth Share parameters as follows:

### Growth Share Rental Obligation:<sup>8</sup> 63 Units

Development/Project Name	Type of Affordable Unit	# Units
The Hills – Cortland	Family Rental	48
Pluckemin Park	Age-Restricted Rental	50
<b>TOTAL</b>		<b>98</b>

<sup>8</sup> Projected Growth Share Rental Obligation: .25(Projected Growth Share) or .25(249) = 62.25 or 63 units  
N.J.A.C. 5:97-3.10(b)3

**Growth Share Family Rental Requirement<sup>9</sup> : 32 Units**

Development/Project Name	Type of Affordable Unit	# Units
The Hills – Cortland	Family Rental	48
<b>TOTAL</b>		<b>48</b>

**Growth Share Minimum Family Requirement<sup>10</sup> : 125 Units**

Development/Project Name	Type of Affordable Unit	# Units
The Hills – Cortland	Family Rental	48
The Hills – Cortland	Family Sale	96
Timberbrooke	Family Sale	24
Village Green	Family Sale	260
<b>TOTAL</b>		<b>428</b>

**Very Low Income Minimum Requirement<sup>11</sup> : 0 Units**

Development/Project Name	Type of Affordable Unit	# Units
n/a	---	---
<b>TOTAL</b>		<b>---</b>

<sup>9</sup> Projected Growth Share Family Rental Requirement: .5(Projected Growth Share Rental Requirement) or .5(63)= 31.5 or 32 units N.J.A.C. 5:97-3.4(b)

<sup>10</sup> Projected Growth Share Family Requirement: .5(Units Addressing the Growth Share Obligation) or .5(249)= 124.5 or 125 units N.J.A.C. 5:97-3.9

<sup>11</sup> Growth Share Very Low Income Requirement: .13(Projected Growth Share – pre-7/17/08 credits addressing growth share) or .13(249 – 249) = .13(0) = 0 units pursuant to P.L.2008, c.46

**Age-Restricted Maximum<sup>12</sup> : 62 Units**

Development/Project Name	Type of Affordable Unit	# Units
Pluckemin Park	Age-Restricted Rental	50
<b>TOTAL</b>		<b>50</b>

**Bonus Maximum<sup>13</sup>: 62 Bonuses**

Development/Project Name	Type of Bonus	# Bonuses
n/a	---	---
<b>TOTAL</b>		<b>---</b>

**Actual Growth Share Obligation**

The actual growth share obligation will be based on permanent certificates of occupancy issued within the municipality for market-rate residential units and newly constructed or expanded non-residential developments in accordance with Appendix D of N.J.A.C. 5:97. At plan evaluation review pursuant to N.J.A.C. 5:96-10, COAH will compare the actual growth share obligation with the actual number of affordable units constructed.

The New Jersey Department of Community Affairs (NJ DCA) *Construction Reporter* indicates that between January 1, 2004 and September 2008, Bedminster Township issued certificates of occupancy for 21 housing units and for the nonresidential square footage equivalent of 91 jobs, yielding an actual growth share obligation through September 30, 2008, of 10 affordable units.<sup>14</sup>

<sup>12</sup> Projected Growth Share Age Restricted Maximum:  $.25(\text{Projected Growth Share})$  or  $.25(249) = 62.25$  or 62 units N.J.A.C. 5:97-3.10(c).2

<sup>13</sup> Projected Bonus Maximum:  $.25(\text{Projected Growth Share})$  or  $.25(249) = 62.25$  or 62 units N.J.A.C. 5:97-3.20(b)

<sup>14</sup> The number of residential COs (21) is initially divided by 5 to yield 4.2 units and the number of jobs (91) is initially divided by 16 to yield 5.7 units. Bedminster's total actual growth share is therefore 10 units (4.2

**D. Summary of Plan to Address Fair Share Obligation**

**REHABILITATION SHARE SUMMARY**

**Rehabilitation Share: 0 Units**

<b>Program Name</b>	<b># Units</b>
N/A	---
<b>TOTAL</b>	<b>0</b>

**PRIOR ROUND SUMMARY**

**Prior Round Obligation: 154 Units**

	<b>Name of Mechanism</b>	<b># Units/ Bedrooms</b>	<b>Bonus Type</b>	<b># Bonuses</b>	<b>Total Units/Bedrooms + Bonuses</b>
<b>Post-1986 Credits</b>	The Hills – Parkside	54	Family Rental	38	92
	The Hills – Parkside	162	Family Sale	---	162
<b>Subtotal</b>		<b>216</b>		<b>38</b>	<b>254</b>
<b>TOTAL</b>					<b>254</b>
<b>Surplus</b>					<b>+ 100<sup>15</sup></b>

+ 5.7). **Note:** This number does not take into account allowable exclusions permitted under N.J.A.C. 5:97-2.5; therefore, the actual growth share may vary.

<sup>15</sup> The affordability controls for these units (The Hills – Parkside) expire in 2017, prior to the end of the third round period. Bedminster may see credit for these units toward a future affordable housing obligation at such time as it puts a plan in place to extend controls through 2018 in accordance with COAH's rules and UHAC.



**GROWTH SHARE SUMMARY**  
**Projected Growth Share Obligation: 249 Units**

	<b>Name of Mechanism</b>	<b># Units/ Bedrooms</b>	<b>Bonus Type</b>	<b># Bonuses</b>	<b>Total Units/Bedrooms + Bonuses</b>
<b>Prior Cycle Credits</b>	The Hills - Village Green	260			260
<b>Post-1986 Credits</b>	The Hills – Cortland (Family Rental)	48	---	---	48
	The Hills – Cortland (Family Sale)	96	---	---	96
	Pluckemin Park	50	---	---	50
	Timberbrooke	24	---	---	24
<b>Subtotal</b>		<b>478</b>		---	<b>478</b>
<b>TOTAL</b>					<b>478</b>
<b>Surplus</b>					<b>+ 229</b>

### **III. FAIR SHARE DOCUMENT REVIEW**

#### **A. Development Fee Ordinance**

Bedminster Township submitted a draft amended development fee ordinance for COAH's review and approval with its third round petition. The amended development fee ordinance was approved by COAH on July 20, 2009.

#### **B. Third Round Spending Plan**

Bedminster Township's prior round spending plan was approved by COAH on December 4, 2002. A revised third round spending plan was submitted by Bedminster with the Township's third round petition for COAH's review and approval. The submitted spending plan was further amended as a result of mediation and was forwarded to COAH on November 13, 2009. The spending plan will be reviewed by COAH in a

separate report.

**C. Affordable Housing Ordinance/Affordable Housing Administration**

Bedminster Township has submitted a draft affordable housing ordinance that comports with the requirements of the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., which was amended on December 20, 2004. The ordinance complies with the barrier free subcode of the State Uniform Construction Code Act (N.J.S.A. 52:27D-119 et seq.) and the accessibility requirements of N.J.S.A. 52:27D-123.15. The draft ordinance must be adopted within 45 days of COAH's grant of substantive certification and submitted to COAH immediately upon adoption.

The draft affordable housing ordinance establishes the position of a municipal housing liaison. A resolution appointing a municipal housing liaison was adopted by the Township on March 2, 2009.

Bedminster is responsible for the continued re-sale and re-rental of existing affordable units and the initial sale and rental of newly constructed affordable units within the Township and must identify an experienced administrative entity for that purpose by the contract, agreement or letter. Bedminster has submitted an executed contract with the Bedminster Hills Housing Corporation (BHHC) as its administrative entity for all affordable units with the Township other than Pluckemin Park, which is a Low Income Housing Tax Credit (LIHTC) project and administered in accordance with LIHTC regulations. Pursuant to N.J.A.C. 5:80-26.14(b), Bedminster has submitted a written operating manual for administering affordable units within the Township.

**D. Affirmative Marketing Plan**

Bedminster Township has submitted an affirmative marketing plan that comports with the requirements of the UHAC and ensures the units in the Township's 1987-2018 Fair Share Plan and all future affordable housing units will be affirmatively marketed to the region upon initial sale/rental and re-sale/re-rental. Once approved by COAH, the affirmative marketing plan must be adopted by resolution by the Township within 45 days of COAH's grant of substantive certification and submitted to COAH.

#### **IV. SUMMARY OF MEDIATION**

##### **A. Objection**

COAH received one objection to Bedminster Township's Housing Element and Fair Share Plan, submitted by Steven Firkser, Esq., of Greenbaum Rowe Smith & Davis, on behalf of the Parkside Neighborhood Condominium Association (Parkside), a 100% low and moderate-income condominium association. The objection and municipal response from Bedminster Township were summarized in COAH's June 8, 2008 Pre-Mediation Report.

##### **B. Mediation**

Mediation between the Township and Parkside took place in Trenton on July 7, 2009. A second mediation session occurred on September 16, 2009, in Bedminster Township. This mediation session resulted in a proposed agreement between the parties. Subsequently, on November 2, 2009, the agreement was approved by both the Board of Trustees for Parkside and the Bedminster Township Committee. Mediation therefore closed on November 3, 2009. A Mediation Report, dated November 11, 2009, is attached hereto as Appendix B. The mediated agreement is attached as Appendix C.

#### **V. COMMENTS**

Adam M. Gordon, on behalf of Fair Share Housing Center (FSHC), submitted a letter dated April 17, 2009, commenting on Bedminster Township's Housing Element and Fair Share Plan. FSHC states that the letter is not intended as an objection to the Township's plan pursuant to N.J.A.C. 5:96-4.1; however FSHC's letter outlines two areas of concern.

First, FSHC claims that the Township's plan does not address the 13 percent requirement for very low income housing pursuant to N.J.S.A. 52:27-329.1. Citing COAH's letter dated October 30, 2008, FSHC also maintains that Bedminster must assure that at least 50 percent of the very low income housing requirement is met through family housing.

Second, FSHC points out that Bedminster is requesting growth share credits for rental units (Parkside in The Hills) with affordability controls that expire in 2017, contrary to N.J.A.C. 5:97-4.3(g). In addition, FSHC notes that the Township “requests both a credit for 64 units at Parkside in the Third Round and for the extension of those controls on those units.” According to FSHC, this is tantamount to receiving double credit, since the extension of controls is a requirement for third round credit.

Regarding FSHC’s first comment, the very low income requirement of P.L. 2008, c.46 applies to affordable units created subsequent to July 17, 2008, when the legislation was enacted. In a case such as Bedminster, where the entire Fair Share Obligation is being addressed with affordable units constructed prior to July 17, 2008, COAH subtracts out these credits from the 13% calculation, resulting in a very low income requirement of 0 units. COAH also notes that all but 50 units of Bedminster’s 694 affordable housing units are available to families. The Township may, as suggested by FSHC, use affordable housing trust funds to reduce the rents on existing affordable units, making them affordable to very low income households.

As to FSHC’s second comment regarding the extension of controls, the plan reconfiguration (as described in this report and Appendix A) withdraws Bedminster’s request for 102 credits through extension of controls and reassigns all Parkside units to the second round. COAH believes this reconfiguration is consistent with COAH’s rules and addresses FSHC’s concern.

## **VI. MONITORING**

Bedminster Township must comply with COAH monitoring requirements as set forth in N.J.A.C. 5:96-11, including reporting the municipality’s actual growth pursuant to N.J.A.C. 5:97-2.5. As indicated above, credits for built units will be validated and verified by COAH staff during monitoring prior to the first biennial plan evaluation. It should be noted that credits for affordable housing programs and/or affordable units must be in compliance with N.J.A.C. 5:97-4. If the units are determined not to be eligible for

credit, COAH will notify Bedminster in writing and the Township may be directed to amend its certified plan to address the shortfall.

Pursuant to N.J.A.C. 5:96-10.1, COAH will conduct biennial plan evaluations upon substantive certification of Bedminster Township's Housing Element and Fair Share Plan. The purpose of the plan evaluation is to verify that the construction or provision of affordable housing has been in proportion to the actual residential growth and employment growth in the municipality and to determine that the mechanisms addressing the projected growth share obligation continue to present a realistic opportunity for the creation of affordable housing. If upon any biennial review the difference between the number of affordable units constructed or provided in Bedminster and the number of units required pursuant to N.J.A.C. 5:97-2.5 results in a prorated production shortage of 10 percent or greater or the mechanisms addressing the projected growth share obligation no longer present a realistic opportunity for the creation of affordable housing, the Council may direct the municipality to amend its plan to address the shortfall.

## **VII. RECOMMENDATION**

Mediation between Bedminster Township and Parkside Neighborhood Condominium Association has been concluded and is summarized in a mediation report by William P. Malloy dated November 11, 2009, which is attached hereto as Appendix B. COAH staff recommends that the mediation report be accepted and that Bedminster be granted third round substantive certification, subject to the terms of the mediation agreement. Bedminster must adopt all necessary implementing ordinances within 45 days of the grant of substantive certification and submit certified copies of the adopted ordinances to COAH within seven days of the adoption.

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# Housing Plan Element and Fair Share Plan

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Township of Bedminster  
Somerset County, New Jersey

Addendum April 16, 2009

***Based on Housing Plan and Fair Share Plan prepared and approved by  
the Bedminster Township Planning Board***

With the assistance of Banisch Associates, Inc.  
111 Main Street, Flemington, NJ 08822

## Introduction

This is an addendum to Bedminster's amended Third Round Housing Plan Element (HPE) and Fair Share Plan (FSP).

After the HPE & FSP was deemed complete by COAH the Council identified some issues with the distribution of existing affordable units within the Plan. Specifically, the issue has to do with the expiration of controls on the Parkside rental and sale units before 2018, the end period of growth share as expressed in N.J.A.C. 5:97-1.1 (d). This resulted in COAH's direction that these units should be utilized to address the Township's prior round obligation.

To rectify this decision and to advance the Township's HPE & FSP for substantive certification the distribution of existing units between the prior round and growth share round was revised.

## Fair Share Plan Summary

Bedminster has previously accommodated 698 affordable housing units in the Township, far exceeding any obligation ever imposed by COAH. Bedminster's amended Fair Share Plan acknowledged this performance as it responded to the requirements of New Jersey's Municipal Land Use Law (MLUL) and Fair Housing Act (FHA) and COAH rules.

Bedminster funded a rehabilitation program that provided for the rehabilitation of 4 housing units according to COAH requirements. Bedminster also participated in an affordable housing partnership that resulted in the creation of 50 affordable senior citizen apartments, and approved major inclusionary developments that produced over 3,000 total housing units with considerable impacts on neighborhood character and community services. The affordable units created are identified on Table 1.

**Table 1**  
**Bedminster Township's Affordable Housing Production**

	Hills			Timberbrooke	Pluckemin Park Senior Housing	Rehabilitation	Total
	Parkside	Village Green	Cortland				
Rental	54	0	48	0	50	0	152
Sales	162	260	96	24	0	4	546
Total	216	260	144	24	50	4	698

**COAH and Statutory Affordable Housing Requirements**

Table 2

**Table 2**  
**Third Round Affordable Housing Obligation**

<b>Components of Third Round Obligation</b>	
Recalculated Prior round new construction obligation (1987-1999)	<b>154</b>
Number of affordable units based upon projected residential growth to Year 2018	92
Number of affordable units based upon projected non-residential growth to Year 2018	157
<b>Total Growth Share</b>	<b>249</b>
Rehabilitation Obligation: 2004-2018	<b>0</b>
<b>Total 3<sup>rd</sup> Round Obligation</b>	<b>403</b>

Under the COAH rule as adopted, Bedminster has been forecast to accrue a growth share obligation of 249 units between January 1, 2004 and December 31, 2018. For this forecast to be correct, between January 1, 2008 and December 31, 2018 Bedminster would have to incur an additional 240 units of new growth share obligation, accruing 21.8 affordable units each year.

**COAH-Certified Second Round Units and Credits**

Bedminster Township has been a participant in the COAH process and has seen its housing plan certified by the Council. The Substantive Certification issued by COAH on May 1, 1996 cited the 177-unit cumulative 12-year obligation (1987-1999). Bedminster's affordable housing performance to date has included the compliance elements shown in Table 1 above, which have provided 698 affordable units in Bedminster to date.

**Meeting the Recalculated Prior Round Obligation**

The 4 units rehabilitated during the 1990 have addressed a prior need that has been fully satisfied, based on the 2000 Census. As a result, Bedminster has no rehabilitation requirement at present.

After subtracting the 4 rehab units from the 698 total affordable unit productions, Bedminster has 694 affordable housing units applicable to prior rounds and the Third Round according to COAH rules.

Table 3 illustrates how these 694 units, and associated bonus rental credits, were applied to the 154-unit recalculated prior round obligation in the HPE & FSP approved by the Planning Board.



**Table 3**  
**Summary of Bedminster Township's Recalculated Prior Round**  
**Affordable Housing Compliance**

Project Name	Total Units Constructed	Affordable Units Applied to Prior Round Obligation	Rental Bonus Credits*	Total Affordable Units and Bonus Credits Applied to Prior Round	Affordable Units Carried Forward to Third Round
Hills rental units	102	38	38	76	64
Hills for sale units	518	16		16	502
Pluckemin Park (age-restricted rental units)	50	38		38	12
Timberbrooke	24	24		24	
<b>Total</b>	<b>694</b>	<b>116</b>	<b>38</b>	<b>154</b>	<b>578</b>

Table 4 demonstrates the redistribution of meeting the prior round by utilizing units from Parkside only.

**Table 4**  
**Summary of Bedminster Township's Recalculated Prior Round**  
**Affordable Housing Compliance Redistributed**

Project Name	Total Units Constructed	Affordable Units Applied to Prior Round Obligation	Rental Bonus Credits*	Total Affordable Units and Bonus Credits Applied to Prior Round	Affordable Units Carried Forward to Third Round
Hills rental units	102	54	38	92	48
Parkside	54	54	38	92	0
Cortland	48	0	0	0	48
Hills for sale units	518	162		162	
Parkside	162	162	0	0	0
Cortland	96	0	0	0	96
Village Green	260	0	0	0	260
Pluckemin Park (age-restricted rental units)	50	0	0	0	50
Timberbrooke	24	0		0	24
<b>Total</b>	<b>694</b>	<b>216</b>	<b>38</b>	<b>254</b>	<b>478</b>

As noted the application of all of the Parkside units to the prior round results in providing 100 additional units and 100 units less (478) to be applied to the 3<sup>rd</sup> round growth share.

#### **Meeting the Third Round COAH Obligation**

COAH rules permit municipalities to meet Third Round growth share obligations with a combination of techniques, and also specify how the growth share must be satisfied, including:

- up to 25% of growth share may be age-restricted units (62);
- at least 25% of growth share must be rental units (rental obligation or 63 units);
- at least 50% of the 63-unit rental obligation (31 units) must be family units;
- rental bonuses are not available for age-restricted units;
- rental bonuses for non-age restricted units only apply after the rental obligation has been met.
- at least 13% of growth share must be provided for affordable to households earning 30% or less of median income.
- 2:1 bonus credits for any rental unit are applicable only to family units.

The Plan as submitted showed *not counting the Parkside extensions*, 591 units and credits available at this time to be applied against the Third Round growth share obligation,

which is estimated by COAH at 249 affordable units. This resulted in a surplus of 342 affordable units and credits, if all forecast growth actually occurs. .

**Table 5**  
**Calculating Bedminster's Units and Credits for the Third Round**

<b>Project Name</b>	<b>Rental Units</b>	<b>Applied to Rental Obligation</b>	<b>Rental Bonus Credits</b>	<b>For Sale Units</b>	<b>Total Units and Credits</b>
Hills rental units	64	51	13		77
Hills for sale units				502	502
Pluckemin Park	12	12	0		12
Parkside extensions*	102				102
<b>Total</b>	<b>178</b>	<b>63</b>	<b>13</b>	<b>502</b>	<b>693</b>

In redistributing the surplus units to address growth share certain factors are include.

1. The Parkside extension of controls is not included.
2. The surplus number of units is 478 units as opposed to 578.
3. The 13 rental bonuses are not eligible since they do not meet the criteria of N.J.A.C. 5:97-3.6 (a) 3 (i) which states, "The unit was or will be created and occupied in the municipality or received preliminary or final approval, after June 6, 1999."

Table 6 provides the redistribution including the factors.

**Table 6**  
**Redistributing Bedminster's Units and Credits for the Third Round**

<b>Project Name</b>	<b>Rental Units</b>	<b>Applied to Rental Obligation</b>	<b>Rental Bonus Credits</b>	<b>For Sale Units</b>	<b>Total Units and Credits</b>
Hills rental units (Cortland)	48	32	0		32
Hills for sale units					
Cortland				96	96
Timberbrooke				24	24
Village Green				260	66
Pluckemin Park	50	31	0		31
<b>Total</b>	<b>98</b>	<b>63</b>	<b>0</b>	<b>380</b>	<b>249</b>

Table 6 shows that the Township's growth share is addressed as well as its rental obligation including family rental and family minimum. The table also shows that Township carries a future round surplus of 35 rental units and 194 sale units (229 units).

**MEDIATION REPORT**  
**Bedminster Township/Somerset County**  
by  
William P. Malloy  
COAH Mediator  
November 11, 2009

Bedminster Township (“the Township” or “Bedminster”) petitioned the Council on Affordable Housing (“COAH” or “the Council”) for substantive certification of its third round housing element and fair share plan on December 30, 2008.

There was one objector to the plan, the Parkside Neighborhood Condominium Association (“Parkside”). The mediation of this objection began on July 7, 2009 in a mediation session attended by representatives of the Township and the objector. Attending for the Township were Robert Holtaway, Mayor, Sally Rubin, Township Committeeperson/Planning Board Member, John P. Belardo, Esq., Township Attorney, Thomas F. Collins Jr., Esq., PP, Planning Board Attorney and Charles Newcomb, Township Planner. Attending for Parkside were Diane Kuriloff, Parkside Board Member, Gail Richter, Steven Firkser, Esq., Attorney for Parkside and Art Bernard, Planner for Parkside. Also attending this mediation session and addressing the participants was Susan L. Sands, resident of an affordable unit in Bedminster who was an interested party to the mediation. Sufficient progress toward a mediation agreement was made at this mediation session, such that all agreed another mediation session would be useful.

A second mediation session was held on September 16, 2009 at the Bedminster Municipal Building. Attending for the Township were Holtaway, Rubin, Belardo, Newcomb and Collins. Attending for Parkside were Kuriloff, Firkser, Bernard and Jeffrey Sirot, Esq. This mediation session resulted in a proposed agreement between the parties. After the session, the agreement was formally ratified by the Parkside Board. Subsequently, the Bedminster Township governing body formally approved the agreement at its meeting on November 2, 2009. Therefore, mediation closed on November 3, 2009.

## **Background**

Bedminster has a prior round fair share obligation of 154 units and a net projected growth share obligation of 249 units of affordable housing. According to the Council's pre-mediation report of June 8, 2009, Bedminster's Fair Share Plan to address its entire obligation consists of prior cycle credits and post-1986 credits and results in a surplus of units. The June 8<sup>th</sup> pre-mediation report concluded with the statement "Bedminster Township has submitted all information and documentation necessary for substantive certification." However, given Parkside's objection, this mediation was initiated.

## **Objections**

### Parkside Neighborhood Condominium Association:

Parkside, an affordable housing neighborhood within an inclusionary development known as "The Hill", filed an objection dated April 16, 2009. Its primary objection concerns the Township's proposed expenditure of over \$1.3 million in collected development fees. Parkside claimed that none of the collected fees have been disbursed for affordability assistance, and that it, Parkside, needed over \$1 million to address a serious mold infestation requiring roof replacements in all of its units. Parkside argued that without assistance from Bedminster, it would be forced to borrow significant funds which would in turn require a special assessment on Parkside unit owners and "create a hardship for many of the association's members and impact each household's ability to afford its housing unit." Parkside stated that the Township's proposed draft spending plan included \$200,000 in seed money for a non-profit organization to take over the management of affordable units and \$560,000 for loans of up to \$2,000 to be used for association fees and special assessments by 280 condominium owners. Parkside objected to the \$200,000 in seed money as unnecessary and in violation of NJAC 5:97-8.9(a). With regard to the \$560,000 in loans, Parkside claimed the amount to be insufficient to address the necessary repairs. Parkside requested that the Township authorize increased

funding so that its roof replacement could be undertaken without the need for a special assessment on its unit owners.

Bedminster responded to Parkside's objection by letter dated June 5, 2009, stating that it was unreasonable for the Township to expend collected development fees to remedy Parkside's mold problem, which, the Township stated, was caused by Parkside residents' improper use of attics as storage space. The Township also stated that Parkside had not provided documentation to support its claim that the mold infestation problem required a \$1 million roof replacement. Further, the Township stated that its proposal to use \$200,000 to create a new non-profit management group was consistent with COAH's rules and that the proposed \$560,000 loan program was reasonable and would be available to Parkside residents.


### **Mediation**

Mediation between the Township and Parkside began in Trenton on July 7, 2009 and continued in Bedminster on September 16, 2009. Both sessions were productive and resulted in a mediation agreement that has been approved by the governing bodies of both parties. That agreement states *inter alia* that Bedminster will amend its spending plan to increase the funds allocated to its affordability assistance program for loans to eligible affordable housing condominium owners from \$560,000 to \$875,000. The per unit loan amount will increase from the proposed \$2,000 to \$2,500 and the number of affordable housing units eligible for the assistance will increase from 280 units to 350 units. In order to be eligible to receive a loan, an individual owner of an affordable housing unit in Bedminster must meet COAH regional income limits for Somerset County, be current on their mortgage payments and receive a certificate of good standing from the association to which the unit belongs. The loans will be interest-free, will be paid by the Township directly to the association to which the unit belongs and will be repaid in full upon sale of the unit or other transfer of ownership. Further, Parkside agreed to withdraw its objection to the Township's third round petition as a component of the settlement agreement.

Finally, it must be noted that the July 7<sup>th</sup> mediation session was addressed by Susan L. Sands, an interested party to mediation. Ms. Sands emphasized the need to rid the Township's affordable housing of mold. She detailed the ill effects of the mold problem with regard to herself and others, and suggested that the problem was so great that housing might have to be torn down and rebuilt to eradicate the mold.

### **Mediation Outcome**

Parkside's objections were resolved and a mediation agreement achieved with the Township. This agreement will be incorporated into any Grant of Substantive Certification issued by the Council with regard to the Township of Bedminster's Housing Element and Fair Share Plan.

Prepared By: 

Steven Firkser, Esq.

**PARKSIDE NEIGHBORHOOD CONDOMINIUM ASSOCIATION**

**Resolution Authorizing Settlement of Objection to Township of Bedminster Spending Plan**

**PREAMBLE**

**WHEREAS** the Parkside Neighborhood Condominium Association (the "Association") is a residential condominium community containing 216 condominium units located in Bedminster, New Jersey;

**WHEREAS** Article IX, Section 1(e) of the By-laws for the Parkside Neighborhood Condominium Association provides that the Board of Trustees shall have the power to exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Master Deed;

**WHEREAS** Article IX, Section 1(f) of the By-Laws provides that the Board of Trustees shall have the power to authorize contracts with persons, firms or corporations to carry out any of the functions, powers, duties and responsibilities delegated to it for the benefit of the Association;

**WHEREAS** the Association filed an objection (the "Parkside Objection") to the Third Round Spending Plan filed by the Township of Bedminster with the New Jersey Council on Affordable Housing ("COAH"), as the Township's Spending Plan did not serve the best interests of the Association and its unit owners;

**WHEREAS** the Association participated in a mediation with the Township of Bedminster to address the Parkside Objection to the Township's Third Round Spending Plan;

**WHEREAS** the Association and Township, with the assistance of a COAH-appointed mediator, have reached an agreement to settle the Parkside Objection, in the form annexed as Exhibit A (the "Settlement Agreement");

**WHEREAS** the Settlement Agreement provides a substantial benefit to the Association and its unit owners by increasing the amount of funds available to assist unit owners in paying special assessments for capital improvements or maintenance projects exceeding \$200,000;

**NOW, THEREFORE, BE IT RESOLVED**, this 2<sup>nd</sup> day of November, 2009, as follows:

1. The Board of Trustees hereby approves and ratifies the Settlement Agreement in the form annexed to this Resolution to resolve the Parkside Objection to the Township of Bedminster's Third Round Spending Plan filed with COAH.



2. Diane B. Kuriloff, President of the Association is authorized to execute the Settlement Agreement on behalf of the Association, as well as any other documentation required to effectuate the Settlement Agreement.

3. Any provision contained in any previously adopted Resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

4. The Association's managing agent is authorized and directed to prepare correspondence, in appropriate form and substance, and thereafter circulate same, along with a copy of this Resolution, to all unit owners.

**ATTEST: PARKSIDE NEIGHBORHOOD CONDOMINIUM ASSOCIATION, INC.**

  
EDWARD ENDERLIN Secretary

By:   
Diane B. Kuriloff, President

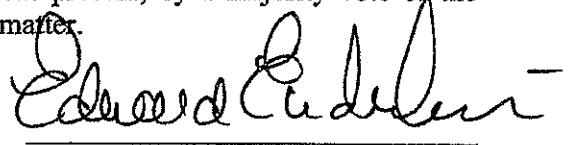
STATE OF NEW JERSEY )

) SS.:


COUNTY OF SOMERSET)

I CERTIFY that on Nov. 2, 2009 Edward Enderlini personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of the **PARKSIDE NEIGHBORHOOD CONDOMINIUM ASSOCIATION, INC., INC.**, a nonprofit corporation of the State of New Jersey, named in this document;
- (b) this person signed this document as attesting witness for the proper corporate officer who is Diane B. Kuriloff, the President of the corporation;
- (c) this person knows the proper corporate seal of the corporation and the proper corporate seal was affixed;
- (d) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees;
- (e) this person signed this acknowledgment to attest to the truth of these facts; and
- (f) this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

  
EDWARD ENDERLINI, Secretary

Signed and sworn to before me  
on Nov 2, 2009

  
STEVEN FIRKJER, ESQ  
Attorney at Law of State of NJ

**Record and Return To:**  
Jeffrey A. Sirot, Esq.  
Greenbaum, Rowe, Smith & Davis, LLP  
P. O. Box 5600  
Woodbridge, NJ 07095

**SETTLEMENT OF OBJECTION TO THIRD ROUND SPENDING PLAN  
and AGREEMENT AS TO AFFORDABLE HOUSING ASSISTANCE PROGRAM**

This Settlement Agreement is made this 2<sup>nd</sup> day of November, 2009, between:

**THE PARKSIDE NEIGHBORHOOD CONDOMINIUM ASSOCIATION**,  
whose address is c/o John Lynch, Property Manager, Community Services  
Group, 1030 Clifton Avenue, Clifton, NJ 07013 (hereinafter referred to as  
"Parkside" or the "Association"), and

**THE TOWNSHIP OF BEDMINSTER**, a New Jersey municipal corporation,  
whose address is One Miller Lane, Bedminster, New Jersey 07921 (hereinafter  
referred to as the "Township" or "Bedminster").

WHEREAS, on December 30, 2008, the Township of Bedminster petitioned the New Jersey Council on Affordable Housing ("COAH") for Substantive Certification of its Housing Element and Fair Share Plan pursuant to N.J.S.A. 52:27D-301 et seq., N.J.A.C. 5:96 and N.J.A.C. 5:97; and

WHEREAS, COAH issued a determination that the Township's Petition was complete on February 24, 2009; and

WHEREAS, the Township formally published Notice of the Petition on March 3, 2009; and

WHEREAS, a Letter of Objection to Township's Housing Element and Fair Share Plan was filed with COAH by Steven Firkser, Esq., of Greenbaum, Rowe, Smith & Davis, LLC, on behalf of Parkside Neighborhood Condominium Association ("Parkside"), by letter dated April 16, 2009; and

WHEREAS, COAH issued a determination that the Parkside Objection was deemed compliant with N.J.A.C. 5:96-4.1 on May 18, 2009; and

WHEREAS, a Letter of Reply in opposition to the Parkside Objection, was filed with COAH by John Belardo, Esq. of McElroy, Deutsch, Mulvaney & Carpenter, LLP, on behalf of Bedminster, by letter dated June 5, 2009; and

WHEREAS, on June 8, 2009, COAH issued a Pre-Mediation Report setting forth the history of the Petition and the substance of Parkside's Objection and the Township's Opposition to the Objection, and William Malloy was appointed by COAH to serve as the mediator; and

WHEREAS, as required pursuant to N.J.A.C. 5:96-8.2(d), the Township adopted Resolution No. 2009-117 on August 3, 2009, designating representatives to act on its behalf as its Mediation Team at the COAH mediation of the Objection; and

WHEREAS, by letter dated June 4, 2009, of Steven Firkser, Esq., Parkside designated representatives authorized to act on Parkside's behalf as its Mediation Team at the mediation; and

WHEREAS, William Malloy, the COAH mediator, conducted two mediation sessions with the designated representatives of Bedminster and Parkside, on July 7, 2009, and September 16, 2009; and

WHEREAS, at the mediation Parkside and the Township reached an agreement to settle the Parkside Objection, which agreement was expressly subject to formal review and approval by adoption of an authorizing resolution of the Parkside Board and the Bedminster Township Committee; and

WHEREAS, the terms of the agreement are as follows:

1. **Bedminster will amend its Spending Plan to increase the funds allocated to the Affordability Assistance Program for loans to eligible affordable housing condominium owners from \$560,000 to \$875,000.** The increase will be distributed as follows:
  - the number of affordable housing units that are eligible to apply for loan assistance will increase from 280 units to 350 units.
  - the per unit loan amount will increase from \$2,000 to \$2,500.
- In order to qualify to receive a loan from Township's Affordable Housing Trust Fund Affordability Assistance Program, the following eligibility requirements must be met by individual owners of affordable housing units in the Township:
  - Applicant must be re-qualified and re-certified as eligible under current COAH Regional Income Limits for Somerset County (Region 3) to receive affordable housing funds. In order to re-qualify, a unit owner must fully complete the Qualifying Application and provide all documentation requested in the application and be certified as eligible under current COAH requirements.
  - Applicant must be current on their mortgage payments.
  - Applicant must obtain a Certificate of Good Standing from the condominium/homeowners' association to which the unit belongs.
- The terms of the loans to be granted to eligible unit owners from Township's Affordable Housing Trust Fund Affordability Assistance Program are as follows:
  - The loans are interest-free, and the loan money approved for each eligible unit owner will be paid by the Township on the unit owner's behalf directly to the condominium/homeowners' association to which the unit belongs.
    - All affordability assistance loan payments made to a condominium/homeowners' association by the Township on behalf of eligible unit owners within eighteen (18) months of the date of execution

of this Agreement may only be used and credited by the association towards the obligation of such individual unit owner to pay special assessments for capital improvements or maintenance projects exceeding \$200,000 (hereinafter "Major Projects") in the development the unit is located.

- All affordability assistance loan payments made to a condominium/homeowners' association by the Township on behalf of eligible unit owners after the eighteen (18) month anniversary of the date of execution of this Agreement may be used and credited by the association towards the obligation of such individual unit owner to pay either (a) special assessments for Major Projects in the development the unit is located or (b) regular dues and fees owed by the unit owner to the condominium/homeowners' association to which the unit belongs.
- Eligible unit owners must sign an Affordability Assistance Mortgage and Mortgage Note guaranteeing repayment of the full loan amount, and the Mortgage will then be filed by the Township with the Somerset County Clerk.
- The loan must be paid in full when the eligible unit owner sells or otherwise transfers title to the affordable housing unit, or when the unit owner refinances any bank mortgage encumbering the unit.

**2. Parkside will withdraw its Objection to the Township's Petition for Third Round Substantive Certification, and proposed Housing Element and Fair Share Plan, and proposed Spending Plan, as amended by the Township pursuant to this Agreement.**

WHEREAS, the Parties are desirous of avoiding the expense, inconvenience and distraction of disagreement and dispute, and, by this Agreement, intend to adopt by way of compromise and accord and without prejudice to or waiver of their respective positions in this or any other matter, a settlement of the Objection; and

WHEREAS, the Parties now agree to settle all of their disputes between themselves only for the consideration and covenants recited herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties having settled the within matter to their mutual satisfaction, it is hereby stipulated and agreed by and between the Parties as follows:

1. The Township shall, within ten (10) days of the execution of this Agreement by all Parties, submit to COAH an amended proposed Spending Plan increasing from \$560,000 to \$875,000 the funds allocated to the Affordability Assistance Program for loans to eligible affordable housing condominium owners. The increase shall be distributed as follows: (a) the number of affordable housing units that are eligible to apply for loan assistance will increase from 280 units to 350 units; and (b) the per unit loan amount will increase from \$2,000 to \$2,500.

2. Parkside agrees that all objections raised by Parkside, or that could have been raised, shall be considered withdrawn with prejudice upon the execution of this Agreement. Parkside shall provide COAH with a copy of this Agreement confirming it has withdrawn its Objection to the Township's Petition for Third Round Substantive Certification within five (5) days of the Township's submission to COAH of an amended Spending Plan incorporating the increase in funds allocated to the Affordability Assistance Program as set forth herein.

3. The terms and conditions governing the affordability assistance loans to be granted by the Township to eligible affordable housing condominium unit owners shall be as follows:

a. In order to qualify to receive a loan from Township's Affordable Housing Trust Fund Affordability Assistance Program, the following eligibility requirements must be met by individual owners of affordable housing units in the Township:

(1) Each unit owner must be re-qualified and re-certified as eligible under current COAH Regional Income Limits for Somerset County (Region 3) to receive affordable housing funds. In order to re-qualify, a unit owner must fully complete the Qualifying Application (in a form substantially similar to the form annexed as Exhibit A) and provide all documentation requested in the application and be certified as eligible under current COAH requirements.

(2) The unit owner must be current on their mortgage payments.

(3) The unit owner must obtain a Certificate of Good Standing from the condominium/homeowners' association to which the unit belongs.

b. The terms of the loans to be granted to eligible unit owners from Township's Affordable Housing Trust Fund Affordability Assistance Program are as follows:

(1) The loans are interest-free, and the loan money approved for each eligible unit owner will be paid by the Township on the unit owner's behalf directly to the condominium/homeowners' association to which the unit belongs.

- All affordability assistance loan payments made to a condominium/homeowners' association by the Township on behalf of eligible unit owners within eighteen (18) months of the date of execution of this Agreement may only be used and credited by the association towards the obligation of such individual unit owner to pay special assessments for capital improvements or maintenance projects exceeding \$200,000 (hereinafter "Major Projects") in the development the unit is located.

- All affordability assistance loan payments made to a condominium/homeowners' association by the Township on behalf of eligible unit owners after the 18-month anniversary of the date of execution of this Agreement may be used and credited by the association

towards the obligation of such individual unit owner to pay either (a) special assessments for Major Projects in the development the unit is located or (b) regular dues and fees owned by the unit owner to the homeowners association to which the unit belongs.

(2) Eligible unit owners must sign an Affordability Assistance Mortgage and Mortgage Note guaranteeing repayment of the full loan amount, and the Mortgage will then be filed by the Township with the Somerset County Clerk. The documents will not require the unit owner to extend affordability controls in connection with the loan.

(3) The loan must be paid in full when the eligible unit owner sells or otherwise transfers title to the affordable housing unit, or when the unit owner refinances any bank mortgage encumbering the unit.

4. The Township shall cause its staff, professionals and/or representatives, specifically including but not limited to the Bedminster Hills Housing Corporation, to coordinate and facilitate all re-certifications of eligible affordable housing unit owners and loan payments pursuant to this Agreement and the Township's Affordability Assistance Program.

5. The agreements described herein are in compromise of disputed claims, and no such agreements shall be construed as an admission by either party hereto that any of the allegations raised in the Parkside Objection or the Township's Opposition to the Objection are valid or otherwise meritorious. The execution of this Agreement by the parties shall not constitute a determination on the merits of the claims or defenses by either party.

6. This Agreement is the result of negotiations between the Parties, and shall not be considered the exclusive product of one or the other of the Parties; the wording of this Agreement was reviewed and accepted by the parties and their respective legal counsel prior to it being signed, and no party shall be entitled to have any wording of this document construed against any other party in the event of any dispute arising among them in connection with it, or because it may have been drafted by the attorney for that Party.

7. Except for the obligations undertaken in this Agreement, the Parties unconditionally release each other and all of their respective agents and representatives ("Releasees") from and against any and all liabilities, damages, promises, covenants, agreements, causes of action, judgments, claims or determinations in law or in equity and/or any costs or expenses, including but not limited to attorney's fees, arising from or in connection with any and all claims which they have or may have against Releasees for, upon, by reason of, or in connection with the subject matter of the Objection withdrawn hereby. This Release is given provided that the parties do not release each other from the specific obligations arising out of this Agreement, and expressly reserves all rights and remedies for any breach of the obligations contained herein. The parties acknowledge that it is possible there may occur in the future separate disputes between Parkside and the Township regarding future new submissions of the Township to COAH. The dismissal of the indicated Objection shall not preclude Parkside from objecting to any future new submissions. Neither the Entire Controversy Doctrine nor any similar defense shall be raised in any such future objection. Each party expressly preserves all other claims or defenses in this regard.

8. This Agreement constitutes the entire agreement between the parties as to the Parkside Objection, and there are no other terms, understandings, obligations covenants, representations, statements, conditions or inducements, or otherwise of any kind whatsoever. No change or addition is to be made to this Agreement except in a written document executed by all of the Parties hereto and/or those persons authorized to sign on behalf of any Party to this Agreement. The requirement for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this paragraph and shall be deemed an essential term of this Agreement.

9. The Parties agree to execute any further documents which may reasonably be required to effectuate this Agreement.

10. The parties acknowledge that this is a fair agreement and that the settlement is not the result of any fraud, duress or undue influence exercised by any of the parties or any third persons upon any of the parties. The parties have executed this Agreement freely and voluntarily with the intent to be bound thereby.

11. This Agreement shall be binding upon the Township and Parkside, and their successors, assigns and all those who succeed to their right, title and interest.

12. In the event that one or more provisions of this Agreement shall be determined to be void or unenforceable or contrary to the laws of the State of New Jersey or the United States by a court of competent jurisdiction, such determination shall not render this agreement invalid or unenforceable, and the remaining provisions shall continue in full force and effect.

13. This Agreement shall be governed by, construed and enforced in accordance with the substantive and procedural laws of the State of New Jersey.

14. The undersigned entities have read and fully understand the terms and conditions of this Agreement, and have authorized their respective representatives to execute and file this document with COAH. This Agreement has been executed on behalf of the Parties pursuant to the authority of their respective governing boards or bodies. All Parties hereto acknowledge that they respectively have the power to enter into this Agreement and the Parties acknowledge that each has entered into this Agreement in reliance upon that representation.

*[Remainder of page intentionally blank; signatures on next page.]*



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or have caused these presents to be executed by their proper corporate or municipal officers and their corporate or municipal seals to be hereunto affixed and attested.

ATTEST

\_\_\_\_\_  
Name:  
Title:

Dated: November 2, 2009

**THE PARKSIDE NEIGHBORHOOD  
CONDOMINIUM ASSOCIATION**

By: Diane B. Kuriloff  
Name: Diane B. Kuriloff  
Title: President

ATTEST:

Judith A. Sullivan  
Name: Judith Sullivan  
Title: Township Administrator/Clerk

Dated: Nov. 2<sup>nd</sup>, 2009

**TOWNSHIP OF BEDMINSTER**

By: Robert Holtaway  
Name: Robert Holtaway  
Title: Mayor

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or have caused these presents to be executed by their proper corporate or municipal officers and their corporate or municipal seals to be hereunto affixed and attested.

ATTEST



Name: Edward Enderlein  
Title:

Dated: November 2, 2009

**THE PARKSIDE NEIGHBORHOOD  
CONDOMINIUM ASSOCIATION**

By: 

Name: Diane B. Kuriloff  
Title: President

ATTEST:

\_\_\_\_\_  
Name: Judith Sullivan  
Title: Township Administrator/Clerk

Dated: \_\_\_\_\_, 2009

**TOWNSHIP OF BEDMINSTER**

By: \_\_\_\_\_  
Name: Robert Holtaway  
Title: Mayor

## 2009 RENTAL APPLICATION

### SIZE

### LOW INCOME

1 PERSON	\$35,035
2 PERSONS	\$40,040
3 PERSONS	\$45,045
4 PERSONS	\$50,050
5 PERSONS	\$54,054

---

To complete the application you will need to attach the following documentation for everyone living in your household who is employed.

1. Copies of your last three pay stubs.
  2. Documentation of available down payment. Such as a bank statement.
  3. Copies of complete signed tax returns for the last three years with all attachments (W-2's, etc.)
  4. If you receive Social Security, submit a copy of your award letter plus a copy of a recent check or a copy of a bank statement showing the check automatically deposited to your account.
  5. Copies of birth certificates for all children under the age of 18, plus proof of guardianship or custody for children living with you who are not your own.
  6. Enclosed "Request for Verification of Employment" form filled out and signed.
  7. Proof of separation or divorce agreement showing amount of child support received.
  8. A credit check will be done and this is a very important part of the qualifying process.
  9. Applications will be kept on file for one year.
- 

Send completed application to the  
Bedminster Hills Housing Corp.  
One Miller Lane, Suite A  
Bedminster, NJ 07921.

**APPLICATION FOR CERTIFICATE AS A QUALIFIED TENANT**

Applicant's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Marital Status: \_\_\_\_\_ Sex: M F

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Drivers License Number & State: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Home Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_ Age: \_\_\_\_\_

Marital Status: \_\_\_\_\_ Sex: M F

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Drivers License Number & State: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Home Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Relation to Applicant: \_\_\_\_\_

Other Household Members (those who would live with you, should you buy):

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: M F Grade: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: M F Grade: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: M F Grade: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: M F Grade: \_\_\_\_\_

Total Number of Adults: Female: \_\_\_\_\_ Male: \_\_\_\_\_

Total Number of Children: Female: \_\_\_\_\_ Male: \_\_\_\_\_

INFORMATION ABOUT YOUR PRESENT HOUSING (Circle those that apply)

- |   |     |    |
|---|-----|----|
| 1. Does your present housing lack indoor plumbing?              | YES | NO |
| 2. Does your present housing lack a centralized heating system? | YES | NO |
| 3. Is your present housing overcrowded?                         | YES | NO |
| 4. Is your present housing shared with another family?          | YES | NO |

Describe any other problems with your present housing:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Present Landlord Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

1. Do you own a house now? YES NO

If so, what is its present value? \$ \_\_\_\_\_

How much is owed? \$ \_\_\_\_\_ Date of closing: \_\_\_\_\_

2. Did you sell a house in the last three years? YES NO

What was the price? \$ \_\_\_\_\_ What was the net profit? \$ \_\_\_\_\_

3. Do you rent a home to anyone? YES NO

4. How long have you been at your current address? \_\_\_\_\_

5. Do you rent now? YES NO

6. What is your current rent? \$ \_\_\_\_\_/month

INFORMATION ABOUT YOUR EMPLOYMENT

Your present occupation: \_\_\_\_\_

Name of present employer: \_\_\_\_\_

Address of present employer: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work telephone number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

What is your monthly rate of pay? \$ \_\_\_\_\_

How long have you been employed by the above? \_\_\_\_\_

If you have been employed with the present referenced company for less than two years, please provide the name, address and dates of employment for your previous employers to cover the last two years of your employment.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Starting Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Starting Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

Do you work any other jobs? YES NO

Employer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

How long have you been employed by the above? \_\_\_\_\_

GROSS 2008 INCOME \$ \_\_\_\_\_

GROSS 2007 INCOME \$ \_\_\_\_\_

GROSS 2006 INCOME \$ \_\_\_\_\_

#### INFORMATION ABOUT OTHER SOURCES OF INCOME

1. Do you receive Social Security? YES NO

If so, what is the total amount per year? \$ \_\_\_\_\_

2. Do you own any stocks or bonds? YES NO

If so, what is the current market value? \$ \_\_\_\_\_

3. Do you receive a pension or disability payment? YES NO

If so, what is the total amount per year? \$ \_\_\_\_\_

4. Do you receive any other type of income? YES NO

If so, What? \_\_\_\_\_ Amount per year? \$ \_\_\_\_\_

5. What is the total value of all your personal assets:

From Savings: \$ \_\_\_\_\_ Other: \$ \_\_\_\_\_

6. How much money do you have available for a down payment? \$ \_\_\_\_\_

CO-APPLICANT EMPLOYMENT INFORMATION

Co-Applicant Occupation: \_\_\_\_\_

Name of Co-Applicant Employer: \_\_\_\_\_

Address of Co-Applicant Employer: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work telephone number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

What is the monthly rate of pay? \$ \_\_\_\_\_

How long has co-applicant been employed? \_\_\_\_\_

If you have been employed with the above company for less than two years, please provide the name, address and dates of employment for your previous employers to cover the last two years of your employment.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Starting Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Starting Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

Does co-applicant work any other jobs? YES NO

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

How long has co-applicant been employed by above? \_\_\_\_\_

What is the monthly rate of pay? \$ \_\_\_\_\_

GROSS 2008 INCOME \$ \_\_\_\_\_

GROSS 2007 INCOME \$ \_\_\_\_\_

GROSS 2006 INCOME \$ \_\_\_\_\_

Does anyone else in your household work? YES NO

Who? \_\_\_\_\_ Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Monthly Rate of Pay: \$ \_\_\_\_\_

List all monthly, recurring debts which have been incurred by your household (student loans, car payments, credit cards, child support payments, day care payments, etc.)

Type of Loan or Payment	Monthly Payment
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Bedminster Hills Housing has an Affirmative Fair Housing Marketing Plan and promotes the availability of housing to persons of low and moderate income, regardless of the individual's race, sex, color, religion, or national origin. Information on sex or age will only be used to determine the number of bedrooms and the size of the unit required.

Statement of Confidentiality: The Bedminster Hills Housing Corp. is requesting that you fill out this application so that the Bedminster Hills Housing Corp. can verify that you are eligible to rent an affordable housing unit in Bedminster, without the applicant's written request or consent.

THE INFORMATION IN THIS APPLICATION, AND ANY OTHER INFORMATION BEING REQUESTED BY BEDMINSTER HILLS HOUSING CORP. WILL BE KEPT IN STRICTEST CONFIDENCE IN ACCORDANCE WITH NEW JERSEY STATE LAW. NO PART OF THIS APPLICATION FILE WILL BE GIVEN TO ANY PERSON, ENTITY, OR BUSINESS NOT RELATED TO BEDMINSTER HILLS HOUSING CORP. WITHOUT THE APPLICANT'S WRITTEN REQUEST OR CONSENT.

Thank you for taking the time to answer these questions. The information you have provided will help us better serve the community in the future.



CERTIFICATION AND DECLARATION

I hereby certify that the statements and information contained in this application are accurate, true and complete to the best of my knowledge; and I am further aware that willfully false or misleading information or statements subject me to sanctions as included, but not limited to, the Rules and Regulations of the Bedminster Hills Housing Corp.

I hereby certify that the unit will be occupied by only the persons named on this application. Failure to adhere to this stipulation will result in forfeiture of the unit.

I understand and give permission to the Bedminster Hills Housing Corporation TO OBTAIN A CREDIT REPORT AND REFERENCE REPORT ON APPLICANT, and know that this report will become a part of my application for Certification as a Qualified Tenant.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

APPLICATIONS MUST BE SIGNED, DATED AND COMPLETED TO BE CONSIDERED FOR CERTIFICATION. PLEASE MAIL TO THE ADDRESS BELOW.

MAIL TO: Bedminster Hills Housing Corp.  
One Miller Lane, Suite A  
Bedminster, NJ 07921

To Whom It May Concern:

In order to determine the eligibility of households applying for housing, all sources of income must be verified by the applicant's employer. We ask your cooperation by signing and dating this letter where indicated below authorizing the Bedminster Hills Housing Corp. to send a "Request for Verification of Employment" form to your present employer.

I hereby authorize that:

Employer Name: \_\_\_\_\_

Employer Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

release to The Bedminster Hills Housing Corp. information regarding verification of my present employment and salary.

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2009 PURCHASE APPLICATION

<u>SIZE</u>	<u>LOW INCOME</u>	<u>MODERATE INCOME</u>
1 PERSON	\$35,035	\$56,056
2 PERSONS	\$40,040	\$64,064
3 PERSONS	\$45,045	\$72,072
4 PERSONS	\$50,050	\$80,080
5 PERSONS	\$54,054	\$86,486

---

To complete the application you will need to attach the following documentation for everyone living in your household who is employed.

1. Copies of your last three pay stubs.
  2. Documentation of available down payment. Such as a bank statement.
  3. Copies of complete signed tax returns for the last three years with all attachments (W-2's, etc.)
  4. If you receive Social Security, submit a copy of your award letter plus a copy of a recent check or a copy of a bank statement showing the check automatically deposited to your account.
  5. Copies of birth certificates for all children under the age of 18, plus proof of guardianship or custody for children living with you who are not your own.
  6. Enclosed "Request for Verification of Employment" form filled out and signed.
  7. Proof of separation or divorce agreement showing amount of child support received.
  8. A credit check will be done and this is a very important part of the qualifying process.
  9. Include a copy of a pre-qualification for a mortgage.
  10. Applications will be kept on file for one year.
- 

Send completed application (along with the requested photocopies and a \$15.00 check) to the  
Bedminster Hills Housing Corp.  
One Miller Lane, Suite A  
Bedminster, NJ 07921.

APPLICATION FOR CERTIFICATION AS A QUALIFIED PURCHASER

Applicant's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Marital Status: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Drivers License # & State \_\_\_\_\_

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Home Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_ Age: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Drivers License # and State \_\_\_\_\_

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Home Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Relation to Applicant: \_\_\_\_\_

Other Household Members (those who live with you should you buy):

Name: \_\_\_\_\_ Age \_\_\_\_\_ Sex: M F Grade: \_\_\_\_\_

Name: \_\_\_\_\_ Age \_\_\_\_\_ Sex: M F

Grade: \_\_\_\_\_

Name: \_\_\_\_\_ Age \_\_\_\_\_ Sex: M F

Grade: \_\_\_\_\_

Name: \_\_\_\_\_ Age \_\_\_\_\_ Sex: M F

Grade: \_\_\_\_\_

Total Number of Adults: \_\_\_\_\_ Female: \_\_\_\_\_ Male: \_\_\_\_\_

Total Number of Children: \_\_\_\_\_

Female: \_\_\_\_\_ Male: \_\_\_\_\_

INFORMATION ABOUT YOUR PRESENT HOUSING (Circle those that apply)

- |   |     |    |
|---|-----|----|
| 1. Does your present housing lack indoor plumbing?              | YES | NO |
| 2. Does your present housing lack a centralized heating system? | YES | NO |
| 3. Is your present housing overcrowded?                         | YES | NO |
| 4. Is your present housing shared with another family?          | YES | NO |

Describe any other problems with your present housing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Present Landlord Name: \_\_\_\_\_  
Mailing  
Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

1. Do you own a house now? YES .. NO  
If so what is its present value? \$ \_\_\_\_\_  
How much is owed? \$ \_\_\_\_\_ Date of closing \_\_\_\_\_
2. Did you sell a house in the last three years? YES NO  
What was the price \$ \_\_\_\_\_ What was the net profit \$ \_\_\_\_\_
3. Do you rent a home to anyone? YES .. NO
4. How long have you been at your current address? \_\_\_\_\_
5. Do you rent now? YES NO
6. What is your current rent? \$ \_\_\_\_\_ /month

#### INFORMATION ABOUT YOUR EMPLOYMENT

Your present occupation: \_\_\_\_\_  
Name and address of present employer:

\_\_\_\_\_  
\_\_\_\_\_

Work telephone number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

What is your monthly rate of pay? \$ \_\_\_\_\_

How long have you been employed by the above? \_\_\_\_\_

If you have been employed with the above referenced company for less than two years, please provide the name, address and dates of employment for your previous employers to cover the last two year of your employment.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Starting Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Starting Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

Do you work any other jobs?

YES NO

Employer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

How long have you been employed by the above? \_\_\_\_\_

GROSS 2008 INCOME \$ \_\_\_\_\_

GROSS 2007 INCOME \$ \_\_\_\_\_

GROSS 2006 INCOME \$ \_\_\_\_\_

#### INFORMATION ABOUT OTHER SOURCES OF INCOME

DO YOU RECEIVE SOCIAL SECURITY? YES NO

IF SO, WHAT IS THE TOTAL AMOUNT PER YEAR? \$ \_\_\_\_\_

DO YOU OWN ANY STOCKS OR BONDS? YES NO

IF SO, WHAT IS THE CURRENT MARKET VALUE? \$ \_\_\_\_\_

DO YOU RECEIVE A PENSION OR DISABILITY PAYMENT? YES NO

IF SO, WHAT IS THE TOTAL AMOUNT PER YEAR? \$ \_\_\_\_\_

DO YOU RECEIVE ANY OTHER TYPE OF INCOME? YES NO

IF SO, WHAT? \_\_\_\_\_ AMOUNT PER YEAR \$ \_\_\_\_\_

WHAT IS THE TOTAL VALUE OF ALL YOUR PERSONAL ASSETS:

FROM SAVINGS: \$ \_\_\_\_\_ OTHER \$ \_\_\_\_\_

HOW MUCH MONEY DO YOU HAVE AVAILABLE FOR A DOWNPAYMENT?

AMOUNT \$ \_\_\_\_\_

CO-APPLICANT EMPLOYMENT INFORMATION

CO-APPLICANT OCCUPATION: \_\_\_\_\_  
NAME & ADDRESS OF CO-APPLICANT EMPLOYER: \_\_\_\_\_  
\_\_\_\_\_

WORK TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_  
WHAT IS THE MONTHLY RATE OF PAY? \$ \_\_\_\_\_  
HOW LONG HAS CO-APPLICANT BEEN EMPLOYED? \_\_\_\_\_

IF YOU HAVE BEEN EMPLOYED WITH THE ABOVE COMPANY FOR LESS  
THAN TWO YEARS, PLEASE PROVIDE THE NAME, ADDRESS AND DATES OF  
EMPLOYMENT FOR YOUR PREVIOUS EMPLOYERS TO COVER THE LAST  
TWO YEARS OF YOUR EMPLOYMENT.

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

STARTING DATE: \_\_\_\_\_ TERMINATION DATE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

STARTING DATE: \_\_\_\_\_ TERMINATION DATE: \_\_\_\_\_

DOES CO-APPLICANT WORK ANY OTHER JOBS? YES NO

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HOW LONG HAS CO-APPLICANT BEEN EMPLOYED BY ABOVE? \_\_\_\_\_  
WHAT IS THE MONTHLY RATE OF PAY? \_\_\_\_\_

GROSS 2008 INCOME \_\_\_\_\_  
GROSS 2007 INCOME \_\_\_\_\_  
GROSS 2006 INCOME \_\_\_\_\_

DOES ANYONE ELSE IN YOUR HOUSEHOLD WORK?      YES      NO

WHO? \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_  
NAME OF EMPLOYER \_\_\_\_\_  
DRIVERS LICENSE # AND STATE \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MONTHLY RATE OF PAY \_\_\_\_\_

List all monthly, recurring debts which have been incurred by your household (student loans, car payments, credit cards, child support payments, day care payments, etc.)

Type of Loan or Payment	Monthly Payment
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Bedminster Hills Housing has an Affirmative Fair Housing Marketing Plan and promotes the availability of housing to persons of low and moderate income, regardless of the individual's race, sex, color, religion, or national origin. Information on sex or age will only be used to determine the number of bedrooms and the size of the unit required.

Statement of Confidentiality: The Bedminster Hills Housing Corp. is requesting that you fill out this application so that the Bedminster Hills Housing Corp. can verify that you are eligible to purchase an affordable housing unit in Bedminster, without the applicant's written request or consent.

THE INFORMATION IN THIS APPLICATION, AND ANY OTHER INFORMATION BEING REQUESTED BY BEDMINSTER HILLS HOUSING CORP. WILL BE KEPT IN STRICTEST CONFIDENCE IN ACCORDANCE WITH NEW JERSEY STATE LAW. NO PART OF THIS APPLICATION FILE WILL BE GIVEN TO ANY PERSON, ENTITY, OR BUSINESS NOT RELATED TO BEDMINSTER HILLS HOUSING CORP. WITHOUT THE APPLICANT'S WRITTEN REQUEST OR CONSENT.

Thank you for taking the time to answer these questions. The information you have provided will help us better serve the community in the future.



CERTIFICATION AND DECLARATION

I hereby certify that the statements and information contained in this application are accurate, true and complete to the best of my knowledge; and I am further aware that willfully false or misleading information or statements subject me to sanctions as included, but not limited to, the Rules and Regulations of the Bedminster Hills Housing Corp.

I hereby certify that the unit will be occupied by only the persons named on this application. Failure to adhere to this stipulation will result in forfeiture of the unit.

I understand and give permission to the Bedminster Hills Housing Corporation TO OBTAIN A CREDIT REPORT AND REFERENCE REPORT ON APPLICANT, and know that this report will become a part of my application for Certification as a Qualified Purchaser.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

APPLICATIONS MUST BE SIGNED, DATED AND COMPLETE TO BE CONSIDERED FOR CERTIFICATION. ALSO PLEASE INCLUDE A \$15.00 NON-REFUNDABLE PROCESSING FEE AND MAIL TO THE ADDRESS BELOW.

MAIL TO: BEDMINSTER HILLS HOUSING CORPORATION  
ONE MILLER LANE - SUITE A  
BEDMINSTER, NJ 07921

To whom it may concern:

In order to determine the eligibility of households applying for housing, all sources of income must be verified by the applicant's employer. We ask your cooperation by signing and dating this letter where indicated below authorizing the Bedminster Hills Housing Corp. to send a "Request for Verification of Employment" form to your present employer.

I hereby authorize that:

Employer Name: \_\_\_\_\_

Employer Address: \_\_\_\_\_

\_\_\_\_\_

Release to The Bedminster Hills Housing Corp. information regarding verification of my present employment and salary.

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_